

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THE STANDARD FIRE INSURANCE COMPANY
a/s/o ALBERT W. HESSE, JR.,

16 Civ.

Plaintiff,

-against-

COMPLAINT

SENIX MARINE, LLC,

Defendant.

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AS AND FOR A FIRST CAUSE OF ACTION

1. This is a case of breach of contract, breach of warranty and negligence in the storage and launching of a power vessel.
2. Plaintiff, The Standard Fire Insurance Company, is a legal entity organized under the laws of Connecticut, with its principal place of business located at One Tower Square, Hartford, Connecticut 06183. Defendant, Senix Marine, LLC, (hereinafter "Senix"), is a legal entity organized under the law with its principal place of business located at 50 Senix Avenue, Center Moriches, New York 11934. This matter is brought pursuant to this court's diversity of citizenship jurisdiction. 28 U.S.C. 1332.
3. The Standard Fire Insurance Company insured the boat, a 33 ft. Phoenix, owned by Albert W. Hesse, Jr. and has paid the herein described loss to Mr. Hesse and is therefore duly subrogated to the rights of Mr. Hesse.
4. On or about October 21, 2014, Albert W. Hesse, Jr., entered into an agreement with defendant Senix to remove his boat, a 33 foot Phoenix, from the water and store it in the Senix Marine Marina located in Center Moriches, New York for the 2014-15 winter

season. See Exhibit "A". At the end of the winter season defendant Senix was also, responsible pursuant to their contract, to move the boat from storage and launch the boat into the marina.

5. Albert W. Hesse, Jr., prior to May 30, 2015 advised defendant Senix that he specifically requested to be present when the launch was performed.
6. On or about the afternoon/early evening of May 30, 2015, defendant Senix, in direct violation of the request by Albert W. Hesse, Jr. that he be present, launched the boat, a 33 ft. Phoenix, into the Senix Marina waters without Mr. Hesse being notified.
7. Early on the morning of May 31st, Albert W. Hesse, Jr. received a phone call from defendant Senix indicating that his boat, which defendant Senix had launched the previous evening, had sunk in the marina. At the time of the phone call Mr. Hesse was out of town in Virginia and did not know that his boat had been launched.
8. Defendant Senix breached its contract to properly store and launch the boat belonging to Albert W. Hesse, Jr. by failing to first notify Mr. Hesse, as he previously had specifically requested he be notified of the launch date, so he could be present, and failed to properly check the water tightness and seaworthiness of the boat before and after launching.
9. By reason of these premises the boat, a 33 ft. Phoenix, was a total loss and damaged in the amount of \$125,000 as nearly as can now be determined.

AS AND FOR A SECOND CAUSE OF ACTION

10. Plaintiff repeats and realleges the allegations in paragraphs "1" through "9" as if fully set forth herein.

11. Defendant Senix was retained by Albert W. Hesse, Jr. to store, remove from the water and re-launch Mr. Hesse's vessel, a 33 ft. Phoenix, at the beginning and the end of the 2014-2015 winter season.
12. Defendant Senix negligently performed its duty to launch the boat in May 2015 when it failed to properly inspect and ascertain whether the boat was seaworthy to be launched on the date in question, Saturday, May 30, 2015.
13. By reason of the premises above, plaintiff has suffered a loss in the amount of \$125,000 as nearly as can now be estimated.

AS AND FOR A THIRD CAUSE OF ACTION

14. Plaintiff repeats and realleges the allegations in paragraphs "1" through "13" as if fully set forth herein.
15. Defendant Senix breached its warranty for workmen like service by failing to properly inspect the boat a 33 ft. Phoenix prior to and after launching it on or about May 30, 2015 resulting in the boat sinking.
16. For reason of this premise above, plaintiff has suffered a loss in the amount of \$125,000, all as nearly as can be estimated.

WHEREFORE, plaintiff demands judgment against defendant Senix Marine, LLC.

1. That the amount due plaintiff be computed by further proceedings before a magistrate pursuant to Rule 53(b) and/or by further proceedings before the court pursuant to Rule 42(b);
2. That final judgment be entered against defendant Senix Marine, LLC in favor of plaintiff for the amount found due plaintiff with interest and with cost; and

3. The plaintiff have such other and further relief as may be just.

Dated: September 22, 2016
New York, NY

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